

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

EVANSTON INSURANCE COMPANY,
Plaintiff,

v.

CENTENNIAL HEALTHCARE CORP.,
GENERAL STAR INDEMNITY COMPANY,
NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA and
AMERICAN INTERNATIONAL SPECIALTY
LINES INSURANCE COMPANY,
Defendants.

Case No. 1:05cv2012

CENTENNIAL HEALTHCARE CORP.,
Plaintiff-in-Counterclaim

v.

EVANSTON INSURANCE COMPANY
Defendant-in-Counterclaim

CENTENNIAL HEALTHCARE CORP.,
Cross-Claimant

v.

GENERAL STAR INDEMNITY COMPANY,
NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA and
AMERICAN INTERNATIONAL SPECIALTY
LINES INSURANCE COMPANY
Cross-Respondents

**GENERAL STAR INDEMNITY COMPANY’S MOTION TO DISMISS
CENTENNIAL HEALTHCARE CORP.’S COUNTERCLAIM AND
CROSS-CLAIM FOR DECLARATORY JUDGMENT**

Defendant and Cross-Respondent, General Star Indemnity Company
(hereinafter “General Star”), by counsel, hereby moves this Honorable Court to
dismiss Centennial Healthcare Corp.’s Counterclaim and Cross-Claim for
Declaratory Judgment, pursuant to Fed. R. Civ. P. 12(b)(6). For its Motion,
General Star states:

1. Centennial Healthcare Corp. (“Centennial”) filed its Counterclaim and Cross-Claim (“Cross-Claim”), wherein it asserts a single count for declaratory judgment against General Star.
2. Pursuant to its Cross-Claim, Centennial seeks a declaration of the rights of Centennial, Evanston, General Star, National Union and AISLIC under the Third Amended Joint Plan of Reorganization (the “Plan”) approved by the Bankruptcy Court for the Northern District of Georgia in June, 2004.
3. Centennial fails to allege the existence of a justiciable controversy as between itself and General Star, fails to allege that it is seeking coverage

under any policies of insurance issued by General Star for any claims falling under the Plan, and fails to allege any basis for this Court to hear a claim concerning the construction and interpretation of the Plan approved by the Bankruptcy Court.

4. In light of the foregoing, Centennial's Cross-Claim fails to state a claim upon which relief can be granted as against General Star.
5. A memorandum of law is filed herewith and incorporated herein by this reference.

WHEREFORE, General Star prays this Honorable Court to dismiss Centennial's Cross-Claim with prejudice, and for all other just and appropriate relief.

Respectfully submitted,

THE COVERAGE LAW FIRM, PLLC

/s/ B. Gerard Cordelli

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CERTIFICATE OF SERVICE

I hereby certify that on November 28, 2005, I electronically filed the above with the Clerk of Court using the CM/ECF system which will send electronic notification of such filing to counsel of record at the below electronic mail address:

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